

SUMMONS
Court of Common Pleas
Lawrence County, Ohio

ANGELA JACKSON
Plaintiff
VS.

CASE NO. 21OC000326

SECURIAN LIFE INSURANCE COMPANY
C/O CORP. SERVICE COMPANY
50 WEST BROAD ST., STE. 1330
COLUMBUS, OH 43215

To the above named Defendant:

You have been named a defendant in a complaint filed in the Lawrence County Court of Common Pleas, Lawrence County Courthouse, Ironton, Ohio, by the Plaintiff(s) named herein. A copy of the complaint is attached hereto. The name and address of the Plaintiff's attorney is:

BRIGHAM M ANDERSON
P.O. BOX 712
408 PARK AVENUE
IRONTON OH 45638

You are hereby summoned and required to serve upon the Plaintiff's Attorney, or upon the Plaintiff, if he has no attorney of record, a copy of an answer to the complaint within twenty-eight days after service of this summons on you, exclusive of the day of service. Your answer must be filed with the Court within three days after the service of a copy of the answer on the Plaintiff's Attorney.

If you fail to appear and defend, judgment by default will be rendered against you for the relief demanded in the complaint.

MICHAEL PATTERSON, CLERK OF COURTS
COURT OF COMMON PLEAS
LAWRENCE COUNTY, OHIO

BY:


DEPUTY

DATE: JUNE 1, 2021

COPIES TO:

NOTICE: IF AN ORDER WITHOUT HEARING, HAS BEEN GRANTED AGAINST YOU, YOU
HAVE THE RIGHT TO AN IMMEDIATE HEARING.

EXHIBIT
A

IN THE COURT OF COMMON PLEAS
LAWRENCE COUNTY, OHIO

ANGLEA JACKSON
1831 NINTH AVENUE
HUNTINGTON, WEST VIRGINIA 25703

&

ERIKAI JACKSON
C/O EILEEN LEWIS
512 SOLIDA ROAD
SOUTH POINT, OHIO 45680,

PLAINTIFFS,

v.

SECURIAN LIFE INSURANCE COMPANY
P.O. BOX 64114
ST. PAUL, MINNESOTA

SERVICE: COPORATION SERVICE COMPANY
50 WEST BROAD STREET
SUITE 1330
COLUMBUS, OHIO 43215,

DEFENDANT.

COMPLAINT WITH JURY DEMAND

CASE NO.

210C326

COMMON PLEAS COURT
210C326
2021 MAY 27 PM 12:51
J. PETERSON
CLERK OF COURTS
LAWRENCE COUNTY

Now comes the Plaintiffs, by and through counsel, and for their Complaint state to the Court as follows:

COUNT ONE

1. Plaintiff, Angela Jackson, is a resident of Cabell County, West Virginia at the time of the filing of this Complaint.
2. Plaintiff, Erakai Jackson, is a resident of Lawrence County, Ohio at the time of the filing of this Complaint.
3. Decedent and insured, Eric Jackson, was a resident of Lawrence County, Ohio at all times applicable herein.

ANDERSON & ANDERSON Co., L.P.A.

ATTORNEYS AT LAW
408 PARK AVENUE
IRONTON, OHIO 45638
(740) 532-7779
FAX (740) 532-7785

4. Defendant is a corporation and is licensed under the laws of the State of Ohio to issue life insurance policies.
5. This action is brought for compensatory, consequential, and punitive damages due to Defendant's bad faith refusal to pay Plaintiff's valid claim for benefits under a life insurance policy.
6. On September 1, 2015 and on January 1, 2020, Defendant, Securian Life Insurance Company issued a policy, bearing policy no. 70057 with a face amount of \$438,000.00 on the life of Eric Jackson. On February 9, 2020, Eric Jackson died.
7. The issuance of Policy No. 70057 by Defendant, Securian Life Insurance Company, to Frontier Communications and Eric Jackson, with Plaintiffs being the contractual beneficiaries created a contractual relationship between Defendant and Plaintiffs.
8. Plaintiffs submitted a valid claim under said policy and said claim was denied.
9. Defendant has breached the contract of insurance originally issued on September 1, 2015 and revised and supplemented on January 1, 2020 in the amount of \$438,000.00.

COUNT TWO

10. Paragraphs 1 through 9 are incorporated herein as if fully rewritten
11. Defendant is therefore subject to the implied in law duty to act fairly and in good faith in order not to deprive Plaintiffs' the benefits of said policy.
12. Defendant, through its claim representatives, acted willfully, fraudulently, intentionally, and in bad faith in refusing to consider the claim as submitted by Plaintiffs. This was done knowingly, intentionally, and with the purpose of discouraging and avoiding the payment due to Plaintiffs under the terms of said policy.
13. Defendant's intentional refusal to pay Plaintiffs' valid claim was a breach of the implied in law duty of good faith and fair dealing and operated to unreasonably deprive Plaintiffs of the benefits of the policy.

14. Defendant's conduct in intentionally refusing to pay Plaintiffs' valid claim was malicious, fraudulent, oppressive, and otherwise reflected a conscious disregard of Plaintiffs' rights under the contract of insurance.
15. Defendant's failure to pay the valid claim of Plaintiffs was a direct breach of contract, and Defendant is liable to Plaintiffs for said breach.
16. As a result of Defendant's bad faith, Plaintiff is entitled to punitive damages, attorney fees, and prejudgment interest in addition to compensatory damages.

WHEREFORE, Plaintiffs demand judgment against Defendant in the sum of \$438,000.00, plus pre-judgment interest; for an award of attorney fees; for punitive damages in an amount in excess of \$25,000.00; for litigation expenses, court costs, and any and all other relief this Court would deem just and equitable.

Respectfully submitted,

ANDERSON & ANDERSON CO. L.P.A.
408 Park Avenue
Ironton, Ohio 45638

By


Brigham M. Anderson #0078174
Attorney for Plaintiff

JURY DEMAND

Plaintiffs demand a trial by jury.

Respectfully submitted,

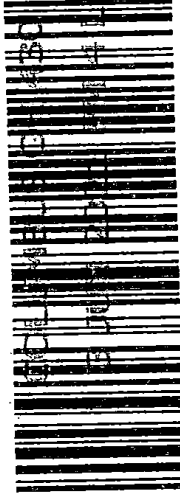
ANDERSON & ANDERSON CO. L.P.A.
408 Park Avenue
Ironton, Ohio 45638

By


Brigham M. Anderson #0078174
Attorney for Plaintiff

CERTIFIED MAIL

MICHAEL P. PATTERSON
LAWRENCE COUNTY CLERK OF COURTS
111 SOUTH 4TH STREET
IRONTON, OHIO 45638



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SECURIAN LIFE INSURANCE COMPANY
C/O CORP. SERVICE COMPANY
50 WEST BROAD ST., STE. 1330
COLUMBUS OH 43215

PLEASE FORWARD
RETURN RECEIPT REQUESTED
SHOW TO WHOM, DATE AND ADDRESS OF DELIVERY

43215-390730

